

Hearing Date: October 18, 2022 at 11:00 a.m. (prevailing Eastern Time)
Objection Deadline: October 11, 2022 at 4:00 p.m. (prevailing Eastern Time)

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
VOYAGER DIGITAL HOLDINGS, INC., <i>et al.</i> ,)	
)	Case No. 22-10943 (MEW)
Debtors. ¹)	(Jointly Administered)
)	
)	

**NOTICE OF APPLICATION FOR ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF EPIQ CORPORATE
RESTRUCTURING, LLC AS NOTICING AND INFORMATION AGENT FOR
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF VOYAGER
DIGITAL HOLDINGS, INC., *ET AL.*, EFFECTIVE AS OF JULY 26, 2022**

PLEASE TAKE NOTICE that a hearing on the *Application for Order Authorizing the
Employment and Retention of Epiq Corporate Restructuring, LLC as Noticing and Information*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Voyager Digital Holdings, Inc. (7687); Voyager Digital Ltd. (7224); and Voyager Digital, LLC (8013). The location of the Voyager Digital Holdings, Inc.'s and Voyager Digital Ltd.'s principal place of business is 33 Irving Place, Suite 3060, New York, NY 10003. Voyager Digital, LLC's principal place of business is 701 S. Miami Ave, 8th Floor, Miami, FL 33131.

Agent for the Official Committee of Unsecured Creditors, Effective as of July 26, 2022 (the “Application”) filed by the Official Committee of Unsecured Creditors of Voyager Digital Holdings, *et al.* (the “Committee”) will be held on **October 18, 2022 at 11:00 a.m., prevailing Eastern Time** (the “Hearing”). In accordance with General Order M-543 dated March 20, 2020, the Hearing will be conducted telephonically. Any parties wishing to participate must do so by making arrangements through CourtSolutions by visiting <https://www.court-solutions.com>.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the relief requested in the Application shall: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York; (c) be filed electronically with the Court on the docket of *In re Voyager Digital Holdings, Inc.*, No. 22-10943 (MEW) by registered users of the Court’s electronic filing system and in accordance with all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York (which are available on the Court’s website at <http://www.nysb.uscourts.gov>); and (d) be served so as to be actually received by **October 11, 2022 at 4:00 p.m., prevailing Eastern Time** by (i) the entities on the Master Service List available on the case website of the above-captioned debtors and debtors in possession (the “Debtors”) at <https://cases.stretto.com/Voyager> and (ii) any person or entity with a particularized interest in the subject matter of the Application.

PLEASE TAKE FURTHER NOTICE that only those responses or objections that are timely filed, served, and received will be considered at the Hearing. Failure to file a timely objection may result in entry of a final order granting the Application as requested by the Committee.

PLEASE TAKE FURTHER NOTICE that copies of the Application and other pleadings filed in these chapter 11 cases may be obtained free of charge by visiting the website of Stretto at <https://cases.stretto.com/Voyager>. You may also obtain copies of the Application and other pleadings filed in these chapter 11 cases by visiting the Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein

Dated: New York, New York
September 26, 2022

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1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Voyager Digital Holdings, Inc. (7687); Voyager Digital Ltd. (7224); and Voyager Digital, LLC (8013). The location of the Voyager Digital Holdings, Inc.'s and Voyager Digital Ltd.'s principal place of business is 33 Irving Place, Suite 3060, New York, NY 10003. Voyager Digital, LLC's principal place of business is 701 S. Miami Ave, 8th Floor, Miami, FL 33131.

al. (collectively, the “Debtors”) hereby submits this application (the “Application”), pursuant to sections 105(a), 1102(b)(3)(A), and 1103(a) of title 11 of the United States Code (the “Bankruptcy Code”), for entry of an order (the “Proposed Order”), substantially in the form attached hereto as **Exhibit A**, authorizing the Committee to employ Epiq Corporate Restructuring, LLC (“Epiq”) as noticing and information agent for the Committee, effective as of July 26, 2022. In support of the Application, the Committee relies upon and incorporates by reference the Declaration of Kate Mailloux, Senior Director of Epiq, attached hereto as **Exhibit B** (the “Mailloux Declaration”). In further support of the Application, the Committee respectfully represents as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of New York, entered February 1, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Committee confirms its consent to the Court entering the Proposed Order to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are Bankruptcy Code sections 105(a), 1102(b)(3)(A), and 1103(a), rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 2014-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”).

BACKGROUND

4. On July 5, 2022 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

5. On July 6, 2022, the Court entered an order authorizing the joint administration and procedural consolidation of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). Docket No. 18.

6. On July 19, 2022, the U.S. Trustee for the Southern District of New York (the “U.S. Trustee”) appointed the Committee pursuant to Bankruptcy Code section 1102. Docket No. 102. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases.

RELIEF REQUESTED

7. By this Application, the Committee seeks entry of the Proposed Order authorizing it to employ and retain Epiq as noticing and information agent for the Committee, effective as of July 26, 2022.

I. Services to Be Provided

8. Subject to this Court’s approval, Epiq will render professional services to the Committee enabling the Committee to comply with its obligations under Bankruptcy Code section 1102(b)(3). Epiq will undertake, *inter alia*, the following actions and procedures, as may be necessary and appropriate:

- a. Establish and maintain a website (the “Committee Website”) at dm.epiq11.com/case/voyagercommittee/info that provides, without limitation:

- i. General information regarding the Chapter 11 Cases;
 - ii. Contact information for the Committee (and any information hotlines that they establish), the Debtors' counsel, and the Committee's counsel;
 - iii. The date by which unsecured creditors must file their proofs of claim;
 - iv. The voting deadline with respect to any chapter 11 plan of reorganization filed in the Chapter 11 Cases;
 - v. Access to the claims docket, as established by the Debtors or any claims agent retained in the Chapter 11 Cases;
 - vi. The Debtors' monthly operating reports;
 - vii. A list of upcoming omnibus hearing dates and the calendar of matters on such hearing dates;
 - viii. Answers to frequently asked questions;
 - ix. Information regarding town halls hosted by the Committee, including scheduling information, materials used at the town hall, and previously recorded town halls;
 - x. Links to other relevant websites (*e.g.*, the Debtors' corporate website, the website of the Debtors' notice, claims, and soliciting agent, Stretto, the Bankruptcy Court website, and the website of the U.S. Trustee); and
 - xi. Email functionality whereby viewers may submit an inquiry to the Committee.
- b. Provide a call center or other creditor hotline, respond to creditor inquiries via telephone, letter, email, facsimile, or otherwise, as appropriate, and related services (which shall be published on the Committee Website);
 - c. Assist the Committee with certain administrative tasks, including, but not limited to, printing and serving documents as directed by the Committee and its counsel;
 - d. Provide a confidential data room, if necessary;
 - e. Provide such other claims, noticing, balloting, and related administrative services as may be requested from time to time; and
 - f. Promptly comply with such further conditions and requirements as the Court may at any time prescribe.

II. Epiq's Qualifications

9. The Committee has selected Epiq as its noticing and information agent because Epiq is particularly well-suited to perform the tasks discussed above, including the administration of the Committee Website. In the normal course of its business, Epiq is often called upon to create websites for the purpose of providing access to information for creditors. Epiq is experienced and well-qualified to provide the Committee and unsecured creditors with access to information in connection with the Chapter 11 Cases, having previously been retained as a communications services agent for official committees in other chapter 11 cases. *See, e.g. In re Sanchez Energy Corp.*, Case No. 19-34508 (Bankr. S.D. Tex. November 15, 2019) [Docket No. 591]; *In re Exco Resources, Inc.*, Case No. 18-30155 (Bankr. S.D. Tex. March 28, 2018) [Docket No. 557]; *In re FirstEnergy Solutions, Inc.*, Case No. 18-50757 (Bankr. N.D. Ohio June 12, 2018) [Docket No. 727]; *In re Toys "R" Us, Inc.*, Case No. 17-34665 (Bankr. E.D. Va. Dec. 27, 2017) [Docket No. 1375]; *In re Westinghouse Electric Co. LLC*, Case No. 17-10751 (Bankr. S.D.N.Y. July 18, 2017) [Docket No. 934]; *In re Magnum Hunter Resources Corp.*, Case No. 15-12533 (Bankr. D. Del. Jan. 27, 2016) [Docket No. 404]; *In re Energy Future Holdings Corp.*, Case No. 14-10979 (Bankr. D. Del. Apr. 29, 2014) [Docket No. 3240].

10. Accordingly, Epiq is well-qualified to prepare the Committee Website and to assist the Committee in providing the Debtors' unsecured creditors with access to information in connection with the Chapter 11 Cases.

III. Epiq's Disinterestedness

11. Although the Committee is not seeking to employ Epiq pursuant to Bankruptcy Code section 327, it has asked Epiq to review its electronic database to determine whether it has any relationships with the parties in interest in the Chapter 11 Cases. To the best of the

Committee's knowledge, information, and believe, and except as otherwise stated in the Mailloux Declaration, Epiq neither holds nor represents any interest materially adverse to the interests of the Committee or the Debtors' estates with respect to any matter upon which Epiq is to be engaged, and the Committee believes that Epiq's employment will be in the best interests of the unsecured creditors.

12. As set forth in the Mailloux Declaration, Epiq is a "disinterested person" as defined in Bankruptcy Code section 101(14). To the extent that Epiq discovers any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Epiq will use reasonable efforts to promptly file a supplement to the Mailloux Declaration.

IV. Professional Compensation

13. Epiq seeks to be compensated by the Debtors' estates for professional services rendered on behalf of the Committee in connection with the Chapter 11 Cases in accordance with the provisions of the standard services agreement (and pricing schedule annexed thereto) by and between the Committee and Epiq, a copy of which is annexed hereto as **Exhibit C** (the "Services Agreement"). The Committee respectfully submits that the rates charged by Epiq are fair and reasonable and have been negotiated with the Committee.

14. The Committee respectfully requests that the fees and expenses incurred by Epiq pursuant to the Services Agreement be treated as administrative expenses of the Debtors' estates pursuant to section 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of the Court. Epiq will provide invoices to the Committee, the Debtors, and the U.S. Trustee on a monthly basis summarizing in reasonable detail the services rendered and expenses incurred in connection therewith, and such parties will have ten (10) business days to advise Epiq of any objections to the monthly invoices. If an objection cannot be resolved, the

Committee will schedule a hearing before the Court to consider the disputed invoice. Unless advised of an objection, the Debtors will pay each Epiq invoice within thirty (30) days after the ten-day review period, in the ordinary course of business. If an objection is raised to an Epiq invoice, the Debtors will remit to Epiq only the undisputed portion of the invoice and, if applicable, will pay the remainder to Epiq upon the resolution of the dispute or as directed by the Court.

BASIS FOR RELIEF

15. Subject to this Court's approval, Epiq will render information and noticing services to the Committee, which is a section 1102(a) committee, thereby enabling the Committee to comply with its obligations under Bankruptcy Code section 1102(b)(3). Bankruptcy Code section 1103 provides that a creditors' committee "may select and authorize the employment by such committee of one or more attorneys, accountants, or other agents, to represent or perform services for such committee." 11 U.S.C. § 1103(a). Bankruptcy Code section 1102(b)(3) provides:

A committee appointed under subsection (a) shall—

(A) provide access to information for creditors who—

(i) hold claims of the kind represented by that committee; and

(ii) are not appointed to the committee;

(B) solicit and receive comments from the creditors described in subparagraph (A); and

(C) be subject to a court order that compels any additional report or disclosure to be made to the creditors described in subparagraph (A).

16. The Committee believes that the retention of Epiq to assist the Committee in complying with its obligations under Bankruptcy Code section 1102(b)(3) will add to the effective administration of the Chapter 11 Cases and reduce the overall expense of administering the Chapter 11 Cases. Without Epiq's retention, the Committee's other professionals would be required to perform the informational and solicitation services required under Bankruptcy Code section 1102(b)(3). Because the functions served by Epiq are administrative in nature, the Committee believes there will be a significant cost savings, ultimately inuring to the benefit of the Debtors' estates and their creditors.

17. Courts in this and other districts have approved the retention of third parties to provide similar services to official committees of unsecured creditors. *See e.g., In re Purdue Pharma L.P.*, No. 19-23649 (RDD) (Bankr. S.D.N.Y. Dec. 23, 2019) [Docket No. 699]; *In re EXCO Resources Inc.*, No. 18-30155 (MI) (Bankr. S.D. Tex. March 28, 2018) [Docket No. 557]; *In re FirstEnergy Solutions, Inc.*, No. 18-50757 (AMK) (Bankr. N.D. Ohio June 12, 2018) [Docket No. 727]; *In re Toys "R" Us, Inc.*, No. 17-3466 (KLP) (Bankr. E.D. Va. Dec 27, 2017) [Docket No. 1375]; *In re Westinghouse Electric Co. LLC*, No. 17-10751 (MEW) (Bankr. S.D.N.Y. July 18, 2017) [Docket No. 934].

MOTION PRACTICE

18. This Application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this Application. Accordingly, the Committee submits that this Application satisfies Local Rule 9013-1(a).

NOTICE

19. Notice of this Application has been provided in accordance with the *Final Order (I) Establishing Certain Notice, Case Management, and Administrative Procedures and (II) Granting Related Relief* [Docket No. 240] (the “Case Management Order”). The Committee submits that, in light of the nature of the relief requested, no other and further notice need be given.

NO PRIOR REQUEST

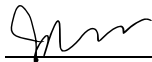
20. No prior request for the relief sought in this Application has been made in this or any other court.

WHEREFORE, the Committee respectfully requests that the Court enter the an order, substantially in the form of the Proposed Order, authorizing the employment and retention of Epiq as noticing and information agent for the Committee effective as of July 26, 2022, and granting the Committee such other and further relief as the Court deems just and proper.

Dated: New York, New York
September 20, 2022

Respectfully submitted,

**THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF VOYAGER DIGITAL HOLDINGS, INC., *ET AL.***

By: 
Jason Raznick, not in his individual capacity but
solely as Chair of the Official Committee of
Unsecured Creditors of Voyager Digital
Holdings, Inc., *et al.*

CERTIFICATE OF SERVICE

I hereby certify that on this 26th day of September 2022, a true and correct copy of the foregoing *Notice of Application* and *Application for Order Authorizing the Employment and Retention of Epiq Corporate Restructuring, LLC as Noticing and Information Agent for the Official Committee of Unsecured Creditors of Voyager Digital Holdings, Inc., et al., Effective as of July 26, 2022* has been served on the Service List via (i) electronic notification pursuant to the CM/ECF system for the United States Bankruptcy Court for the Southern District of New York, (ii) e-mail, or (iii) First Class U.S. Mail, as indicated in the service list attached hereto.

/s/ Darren Azman
Darren Azman

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SERVICE LIST

Name	Attention	Address 1	Address 2	City	State	Zip	Country	Email	Method of Service
DISTRICT OF COLUMBIA	OFFICE OF THE ATTORNEY GENERAL	400 6TH STREET NW		WASHINGTON	DC	20001		OAG@DC.GOV	VIA E-MAIL
FRANCINE DE SOUSA	C/O SISKINDS LLP	ATTN: ANTHONY O'BRIEN	100 LOMBARD STREET SUITE 302	TORONTO	ON	M5C1M3		ANTHONY.OBRIEN@SISKINDS.COM	VIA E-MAIL
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INTERNAL REVENUE SERVICE		PO BOX 7346		PHILADELPHIA	PA	19101-7346			VIA FIRST CLASS MAIL
OFFICE OF THE UNITED STATES TRUSTEE	FOR THE SOUTHERN DIST OF NEW YORK	ATTN: RICHARD C. MORRISSEY, ESQ. AND MARK BRUH, ESQ.	201 VARICK STREET, ROOM 1006	NEW YORK	NY	10014		RICHARD.MORRISSEY@USDOJ.GOV MARK.BRUH@USDOJ.GOV	VIA E-MAIL VIA E-MAIL
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STATE OF RHODE ISLAND	OFFICE OF THE ATTORNEY GENERAL	150 S MAIN ST		PROVIDENCE	RI	02903		AG@RIAG.RI.GOV	VIA E-MAIL
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STATE OF TEXAS	OFFICE OF THE ATTORNEY GENERAL	300 W. 15TH ST		AUSTIN	TX	78701		VIA FIRST CLASS MAIL
STATE OF UTAH	OFFICE OF THE ATTORNEY GENERAL	UTAH STATE CAPITOL COMPLEX	350 NORTH STATE ST STE 230	SALT LAKE CITY	UT	84114	UAG@UTAH.GOV	VIA E-MAIL
STATE OF VERMONT	OFFICE OF THE ATTORNEY GENERAL	109 STATE ST.		MONTPELIER	VT	05609	AGO.INFO@VERMONT.GOV	VIA E-MAIL
STATE OF VIRGINIA	OFFICE OF THE ATTORNEY GENERAL	202 N. NINTH ST.		RICHMOND	VA	23219	MAIL@OAG.STATE.VA.US	VIA E-MAIL
STATE OF WASHINGTON	OFFICE OF THE ATTORNEY GENERAL	1125 WASHINGTON ST SE		OLYMPIA	WA	98501		VIA FIRST CLASS MAIL
STATE OF WASHINGTON	OFFICE OF THE ATTORNEY GENERAL	PO BOX 40100		OLYMPIA	WA	98504-00		VIA FIRST CLASS MAIL
STATE OF WEST VIRGINIA	OFFICE OF THE ATTORNEY GENERAL	STATE CAPITOL, 1900 KANAWHA	BUILDING 1 RM E-26	CHARLESTON	WV	25305	CONSUMER@WVAGO.GOV	VIA E-MAIL
STATE OF WISCONSIN	OFFICE OF THE ATTORNEY GENERAL	17 WEST MAIN STREET, ROOM 114 EAST P		MADISON	WI	53702		VIA FIRST CLASS MAIL
STATE OF WYOMING	OFFICE OF THE ATTORNEY GENERAL	109 STATE CAPITOL		CHEYENNE	WY	82002		VIA FIRST CLASS MAIL
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METROPOLITAN COMMERCIAL BANK	WACHTELL, LIPTON, ROSEN & KATZ	51 WEST 52ND STREET		NEW YORK	NY	10019-6150	RGMASON@WLRK.COM ARWOLF@WLRK.COM AKHERRING@WLRK.COM	VIA E-MAIL VIA ECF VIA E-MAIL
JASON RAZNICK	JAFFE RAITT HEUER & WEISS, P.C.	27777 FRANKLIN ROAD	SUITE 2500	SOUTHFIELD	MI	48034	PHAGE@JAFFELAW.COM	VIA ECF
STEVE LAIRD	FORSHEY & PROSTOK LLP	777 MAIN STREET	SUITE 1550	FORT WORTH	TX	76102	BFORSHEY@FORSHEYPROSTOK.COM	VIA ECF
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VOYAGER DIGITAL HOLDINGS, INC., ET AL.	KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP	601 LEXINGTON AVENUE		NEW YORK	NY	10022	JSUSSBERG@KIRKLAND.COM CMARCUS@KIRKLAND.COM CHRISTINE.OKIKE@KIRKLAND.COM ALLYSON.SMITH@KIRKLAND.COM	VIA ECF VIA E-MAIL VIA E-MAIL VIA E-MAIL
EMERALD OCEAN ISLE, LLC, AMANO GLOBAL HOLDINGS, INC., SHINGO LAVINE, AND ADAM LAVINE	C/O GOLDSTEIN & MCCLINKOCK LLP	ATTN: MATTHEW E. MCCLINTOCK, HARLEY GOLDSTEIN, AND STEVE YACHIK	111 W WASHINGTON STREET SUITE 1221	CHICAGO	IL	60602	MATTM@GOLDMCLAW.COM HARLEYG@RESTRUCTURINGSHOP.COM STEVENY@GOLDMCLAW.COM	VIA E-MAIL VIA E-MAIL VIA E-MAIL
EMERALD OCEAN ISLE, LLC, AMANO GLOBAL HOLDINGS, INC., SHINGO LAVINE, AND ADAM LAVINE	C/O LAW OFFICES OF DOUGLAS T. TABACHNIK, P.C.	ATTN: DOUGLAS T. TABACHNIK	63 WEST MAIN STREET SUITE C	FREEHOLD	NJ	07728-2141	DTABACHNIK@DTTLAW.COM	VIA ECF
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OFFICE OF THE ATTORNEY GENERAL	BANKRUPTCY DIVISION	ATTN: MARVIN E. CLEMENTS, JR.	BANKRUPTCY DIVISION P.O. BOX 20207	NASHVILLE	TN	37202-0207	AGBANKNEWYORK@AG.TN.GOV	VIA ECF
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MICHAEL LEGG	C/O MCCARTHY, LEBIT, CRYSTAL & LIEFFMAN CO.	ATTN: ROBERT R. KRACHT & NICHOLAS R. OLESKI	1111 SUPERIOR AVENUE EAST SUITE 2700	CLEVELAND	OH	44114	RRK@MCCARTHYLEBIT.COM NRO@MCCARTHYLEBIT.COM	VIA E-MAIL VIA ECF
MICHAEL GENTSCH	C/O BARSKI LAW PLC	ATTN: CHRIS D. BRASKI	9375 E. SHEA BLVD. STE 100	SCOTTSDALE	AZ	85260	CBARSKI@BARSKILAW.COM	VIA ECF
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MARK CUBAN AND DALLAS BASKETBALL LIMITED, D/B/A DALLAS MAVERICKS	C/O BROWN RUDNICK LLP	ATTN: SIGMUND S. WISSNER-GROSS ESQ. & KENNETH J. AULET	SEVEN TIMES SQUARE	NEW YORK	NY	10036	SWISSNER-GROSS@BROWNRUDNICK.COM KAULET@BROWNRUDNICK.COM	VIA ECF VIA E-MAIL
MARK CUBAN AND DALLAS BASKETBALL LIMITED D/B/A DALLAS MAVERICKS	C/O BROWN RUDNICK LLP	ATTN: STEPHEN A. BEST ESQ & RACHEL O. WOLKINSON, ESQ.	601 THIRTEENTH STREET NW SUITE 600	WASHINGTON	DC	2005	SBEST@BROWNRUDNICK.COM RWOLKINSON@BROWNRUDNICK.COM	VIA E-MAIL VIA E-MAIL
ED BOLTON	C/O AKERMAN LLP	ATTN: R. ADAM SWICK, JOHN H. THOMPSON, JOANNE GELFAND	1251 AVENUE OF THE AMERICAS, 37TH FL	NEW YORK	NY	10020	ADAM.SWICK@AKERMAN.COM; JOHN.THOMPSON@AKERMAN.COM; JOANNE.GELFAND@AKERMAN.COM	VIA ECF VIA ECF VIA ECF
LION GIACOBBE		ATTN: A. MANNY ALCANDRO	11 BROADWAY, SUITE 615	NEW YORK	NY	10004	MANNY@ALCANDROLAWOFFICE.COM	VIA ECF
WELLS FARGO BANK, N.A.	C/O ALDRIDGE PITE, LLP	ATTN: GREGORY WALLACH	FIFTEEN PIEDMONT CENTER 3575 PIEDMONT ROAD, N.E.	ATLANTA	GA	30305	GWALLACH@ALDRIDGEPITE.COM	VIA ECF
AD HOC GROUP OF EQUITY INTEREST HOLDERS	C/O KILPATRICK TOWNSEND & STOCKTON LLP	ATTN: DAVID M. POSNER & KELLY E MOYNIHAN	THE GRACE BUILDING 1114 AVENUE OF THE	NEW YORK	NY	10036	DPOSNER@KILPATRICKTOWNSEND.COM KMOYNIHAN@KILPATRICKTOWNSEND.COM	VIA ECF VIA E-MAIL
AD HOC GROUP OF EQUITY INTEREST HOLDERS	C/O KILPATRICK TOWNSEND & STOCKTON LLP	ATTN: PAUL M. ROSENBLATT	1100 PEACHTREE STREET NE SUITE 2800	ATLANTA	GA	30309	PROSENBLATT@KILPATRICKTOWNSEND.COM	VIA E-MAIL
PIERCE ROBERTSON	C/O PACHULSKI STANG ZIEHL & JONES LLP	ATTN: RICHARD M. PACHULSKI, ALAN J. KORNFIELD, DEBRA I. GRASSGREEN, AND JASON H. ROSELI	10100 SANTA MONICA BLVD 13TH FLOOR	LOS ANGELES	CA	90067	RPACHULSKI@PSZJLAW.COM AKORNFIELD@PSZJLAW.COM DGRASSGREEN@PSZJLAW.COM JROSELI@PSZJLAW.COM	VIA E-MAIL VIA E-MAIL VIA E-MAIL VIA ECF

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
)	
VOYAGER DIGITAL HOLDINGS, INC., <i>et al.</i> ,)	Case No. 22-10943 (MEW)
)	
Debtors. ¹)	(Jointly Administered)
)	
)	

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF EPIQ
CORPORATE RESTRUCTURING, LLC AS NOTICING AND
INFORMATION AGENT FOR THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF VOYAGER DIGITAL
HOLDINGS, *ET AL.*, EFFECTIVE AS OF JULY 26, 2022**

Upon the application (the “Application”)² of the Official Committee of Unsecured Creditors (the “Committee”) appointed in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) of Voyager Digital Holdings, Inc., *et al.* (collectively, the “Debtors”) for entry of an order (this “Order”) authorizing the Committee to employ Epiq as noticing and information agent for the Committee, effective as of July 26, 2022, all as more fully set forth in the Application; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of New York, entered February 1, 2012; and this Court having the power to enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Voyager Digital Holdings, Inc. (7687); Voyager Digital Ltd. (7224); and Voyager Digital, LLC (8013). The location of the Voyager Digital Holdings, Inc.’s and Voyager Digital Ltd.’s principal place of business is 33 Irving Place, Suite 3060, New York, NY 10003. Voyager Digital, LLC’s principal place of business is 701 S. Miami Ave, 8th Floor, Miami, FL 33131.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Application.

pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Committee's notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted to the extent provided herein.
2. The Committee is authorized to employ and retain Epiq as its noticing and information agent in the Chapter 11 Cases, effective as of July 26, 2022, for the purposes set forth in the Application and the Mailloux Declaration.
3. The Debtors are authorized and directed to compensate Epiq on a monthly basis in accordance with the terms and conditions of the Services Agreement, upon Epiq's submission to the Committee, the Debtors, and the U.S. Trustee of monthly invoices summarizing in reasonable detail the services rendered and expenses incurred in connection therewith.
4. The Committee, the Debtors, and the U.S. Trustee shall have ten (10) business days to advise Epiq of any objections to the monthly invoices. If a timely objection is raised to an Epiq invoice, the Debtors will remit to Epiq only the undisputed portion of the invoice and, if applicable, will pay the remainder to Epiq upon the resolution of the dispute. All objections that are not resolved by the parties shall be preserved and presented to the Court by the objecting

party at the next interim or final fee application hearing to be heard by the Court. For the avoidance of doubt, under no circumstances shall any of the compensation or expense reimbursement obligations be an obligation of, or paid by, the Committee or any of its members or professionals.

5. Epiq shall use its reasonable best efforts to avoid any duplication of services provided by any of the Debtors' or the Committee's other retained professionals in the Chapter 11 Cases.

6. To the extent the terms of this Order are in any way inconsistent with the Services Agreement and this Order, the terms of this Order shall govern.

7. The Committee is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

8. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. Notwithstanding any stay that might be imposed by Bankruptcy Rule 6004(h) or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation and implementation of this Order.

11. Notice of the Application as provided herein shall be deemed good and sufficient notice of the Application.

Dated: _____, 2022
New York, New York

HONORABLE MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Mailloux Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

VOYAGER DIGITAL HOLDINGS, INC., *et al.*,

Debtors.¹

)
) Chapter 11
)

) Case No. 22-10943 (MEW)

) (Jointly Administered)
)
)

**DECLARATION OF KATE MAILLOUX IN SUPPORT OF THE APPLICATION
FOR ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF EPIQ
CORPORATE RESTRUCTURING, LLC AS NOTICING AND INFORMATION
AGENT FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS,
EFFECTIVE AS OF JULY 26, 2022**

I, Kate Mailloux, do hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Senior Director of Epiq Corporate Restructuring, LLC (“Epiq”),² and I am authorized to make and submit this declaration (the “Declaration”) on behalf of Epiq. This Declaration is submitted in support of the application of the Official Committee of Unsecured Creditors (the “Committee”) of Voyager Digital Holdings, Inc., *et al.* (collectively, the “Debtors”) in the above-captioned jointly administered chapter 11 cases (the “Chapter 11 Cases”), to retain Epiq as its noticing and information agent, effective as of July 26, 2022 (the “Application”). The statements contained herein are based upon personal knowledge.³

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Voyager Digital Holdings, Inc. (7687); Voyager Digital Ltd. (7224); and Voyager Digital, LLC (8013). The location of the Voyager Digital Holdings, Inc.’s and Voyager Digital Ltd.’s principal place of business is 33 Irving Place, Suite 3060, New York, NY 10003. Voyager Digital, LLC’s principal place of business is 701 S. Miami Ave, 8th Floor, Miami, FL 33131.

² Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Application.

³ Certain of the disclosures herein relate to matters within the knowledge of other professionals at Epiq and are based on information provided by them.

2. Epiq is one of the country's leading chapter 11 administrators with expertise in noticing, claims processing, balloting, and distribution. In the normal course of its business, Epiq is often called upon to create websites for the purpose of providing access to information to creditors. Epiq is well-qualified to provide the Committee and the Debtors' creditors with access to information in connection with these cases. Large chapter 11 cases in which Epiq has provided services similar to those which the Committee seeks to retain Epiq to provide in the Chapter 11 Cases include: *See, e.g. In re Sanchez Energy Corp.*, Case No. 19-34508 (Bankr. S.D. Tex. November 15, 2019) [Docket No. 591]; *In re Exco Resources, Inc.*, Case No. 18-30155 (Bankr. S.D. Tex. March 28, 2018) [Docket No. 557]; *In re FirstEnergy Solutions, Inc.*, Case No. 18-50757 (Bankr. N.D. Ohio June 12, 2018) [Docket No. 727]; *In re Toys "R" Us, Inc.*, Case No. 17-34665 (Bankr. E.D. Va. Dec. 27, 2017) [Docket No. 1375]; *In re Westinghouse Electric Co. LLC*, Case No. 17-10751 (Bankr. S.D.N.Y. July 18, 2017) [Docket No. 934]; *In re Magnum Hunter Resources Corp.*, Case No. 15-12533 (Bankr. D. Del. Jan. 27, 2016) [Docket No. 404]; *In re Energy Future Holdings Corp.*, Case No. 14-10979 (Bankr. D. Del. Apr. 29, 2014) [Docket No. 3240].

3. The Committee selected Epiq to serve as its noticing and information agent for these cases, as set forth in more detail in the Application filed contemporaneously herewith. I authorized our conflicts system to review the names of all known potential parties in interest (the "Potential Parties in Interest") in the Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and included, among other parties, the Debtors, directors and officers of the Debtors, equity interest holders, secured creditors, and the Debtors' largest unsecured creditors. Epiq's professionals under my supervision compiled and reviewed the

results of the conflicts check. As set forth in further detail herein, Epiq is not currently aware of any relationship that would present a disqualifying conflict of interest.

4. To the extent that Epiq's conflicts check has revealed that certain Potential Parties in Interest were current or former clients of Epiq, these parties have been identified on a list annexed hereto as Schedule 1 (the "Client Match List"). However, given Epiq's neutral position as noticing and information agent for any parties listed on the Client Match List, Epiq does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship between Epiq and any parties on the Client Match List is completely unrelated to these Chapter 11 Cases. Should Epiq discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Epiq will use reasonable efforts to promptly file a supplemental declaration.

5. To the best of my knowledge, based solely upon information provided to me by the Committee, and except as provided herein, neither Epiq, nor any employee thereof, has any materially adverse connection to the Committee or the Debtors' estates with respect to any matter upon which Epiq is to be engaged. Epiq may have relationships with certain of the Committee members, the Debtors or the Debtors' creditors as vendors or in connection with chapter 11 cases in which Epiq serves or has served in a neutral capacity as noticing, claims, balloting, or information agent for other chapter 11 debtors.

6. In addition, Epiq personnel may have relationships with some of the Committee members, the Debtors, the Debtors' creditors, or other parties-in-interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and unrelated to the Chapter 11 Cases. In addition, Epiq has, had, and will continue to have, relationships in the ordinary course of its business with certain vendors, professionals, and other

parties-in-interest that may be Debtors or involved in the Debtors' cases in matters unrelated to the Chapter 11 Cases. Epiq may also provide professional services to entities or persons that may be Debtors, creditors, or parties-in-interest in the Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, the Chapter 11 Cases or the Committee. To the best of my knowledge, and except as provided herein, neither Epiq, nor any employees thereof, represents any interest materially adverse to the Committee or the Debtors' estates with respect to any matter upon which Epiq is to be engaged. Based on the foregoing, and except as provided herein, I believe that Epiq is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14).

7. Epiq shares a corporate parent with certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: September 26, 2022
New York, New York

/s/ Kate Mailloux

Kate Mailloux
Senior Director

Schedule 1

Client Match List

Name	Relationship to Debtor
AMAZON	Vendor, Contract Counterparty
AMERICAN AIRLINES	Vendor
APPLE INC.	Vendor
BMO	Debtor Bank Accounts
DELOITTE TAX LLP / DELOITTE & TOUCHE	Tax Professional
DELTA AIRLINES	Vendor
GOOGLE, LLC.	Vendor
INTUIT	Vendor
JETBLUE AIRWAYS	Vendor
KIRKLAND & ELLIS LLP	Vendor, Bankruptcy Professional
MICROSOFT	Vendor
NATIONAL WOMEN'S SOCCER LEAGUE, LLC	Vendor, Contract Counterparty
NOMURA INTERNATIONAL PLC.	Transaction Counterparty
PAYPAL TRANSACTION - INNOVATIVEC	Vendor
STATE OF CALIFORNIA	Taxing Authority / Government / Regulatory Agency
STATE OF CONNECTICUT	Taxing Authority / Government / Regulatory Agency
STATE OF OKLAHOMA	Taxing Authority / Government / Regulatory Agency
STATE OF OREGON	Taxing Authority / Government / Regulatory Agency
STATE OF TEXAS	Taxing Authority / Government / Regulatory Agency
TWITTER, INC.	Vendor
UBER	Vendor
UNITED AIRLINES	Vendor
UPS	Vendor
VERIZON WIRELESS	Vendor, Utilities

EXHIBIT C

Services Agreement



EPIQ CORPORATE RESTRUCTURING

1. STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client” as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

2. General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective



January 2, 2023. If such annual increases exceed 10% from the prior year's level, Epiq shall provide sixty (60) days' prior written notice to Client of such proposed increases.

- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.

5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the "Property"). Charges paid by Client



do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the "Client Materials") may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.

7. Indemnification.

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the



commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

8. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.

9. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.



10. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

11. General

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.
- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.



11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.

11.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Brad Tuttle

If to Client:

Official Committee of Unsecured Creditors of Voyager Digital
Holdings Inc., et al
McDermott Will & Emery LLP
One Vanderbilt Avenue
New York, NY 10017-3852
Attn: Darren Azman

If to Debtors:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attn: Joshua Sussberg

11.11 Invoices should be delivered to the Debtors, with a copy to Client at the following addresses:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attn: Joshua Sussberg

Email: jsussberg@kirkland.com

With a copy to:

Official Committee of Unsecured Creditors of Voyager Digital



Holdings Inc., et al
McDermott Will & Emery LLP
One Vanderbilt Avenue
New York, NY 10017-3852
Attn: Darren Azman

Email: dazman@mwe.com

11.12 The “Effective Date” of this Agreement is July 26, 2022.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

1. EPIQ CORPORATE RESTRUCTURING, LLC

A blue ink signature of Brad Tuttle, written in a cursive style.

Name: Brad Tuttle
Title: General Manager

**2. OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF VOYAGER
DIGITAL HOLDINGS INC., ET AL**

By: Jason Raznick

Name: Jason Raznick
Title: Chairperson



3. SERVICES SCHEDULE

1. WEBSITE SERVICES

- Create and maintain a website with general case information provided by the Committee, key documents, claim search function, and mirror of ECF case docket and other case information as requested by the Client.
- Website will also contain links to the Debtors' claims agent's website, the Debtors' corporate website, the Bankruptcy Court, and the Office of the United States Trustee.
- Provide email functionality whereby viewers may send email inquiries to the Committee to a designated email address.

2. NOTICING

- Prepare and serve required notices in accordance with case management or other relevant procedures.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update noticing database to reflect undeliverable or changed addresses.

Coordinate publication of certain notices in periodicals and other media.

3. CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.



4. MISCELLANEOUS

- Provide such other noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Undertake such other duties as may be requested by the Client.



4. PRICING SCHEDULE

1. ADMINISTRATIVE HOURLY RATES

<u>Title</u>	<u>Rates</u>
Clerical/Administrative Support	\$25.00 – \$55.00
IT / Programming	\$55.00 – \$75.00
Project Managers/Consultants/ Directors	\$75.00 – \$180.00
Solicitation Consultant	\$180.00
Executive Vice President, Solicitation	\$190.00
Executives	No Charge

2. NOTICING RATES¹

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL *
High Volume email noticing	\$0.05 per email
Fax Noticing	\$0.05 per page
Publication Noticing	Quoted at time of request

3. DATA MANAGEMENT RATES

Data Storage, Maintenance and Security	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

¹ Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.



4. CALL CENTER RATES

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

5. OTHER SERVICES RATES

Town Hall Services	Quoted at time of request
Custom Software, Workflow and Review Resources	Quoted at time of request
Strategic Communication Services	Quoted at time of request
Escrow Services	Quoted at time of request /competitive rates
Securities Exchange / ATOP Event	Quoted at time of request
eDiscovery	Quoted at time of request, bundled pricing
available Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of
request Disbursements -- Record to Transfer Agent	Quoted at time of
request	